CASE.

K Lee / Johnston / Lector. 1790. h. 15

Deliver'd *Gratis* at ſuch Places as are advertiz'd in the Gazetteers of the 14th and 15th of *November*, 1758.

IN *October* 1757 Mr. *Rich* and I concluded an Agreement upon *Shares*, and ſuch other Covenants as are particularized in the FIRST LETTER ſubſequent hereto.

ABOUT a Month afterwards an Engagement was likewiſe entered into, tho' compulſively, betwixt the Manager and Mr *Barry*, from the Interpoſition of an *Audience* in Behalf of that Performer's acknowledg'd Merit: But how far ſuch an Exertion of their Rights was acceptable to Mr. *Rich* I ſhall leave the Candid to determine, when his Tenaciouſneſs and *Uſe* of Power are more conſpicuouſly inſtanc'd in the following Conduct.

THE Effort made to exclude Mr. *Barry* was no ſooner defeated, than Mr. *Rich* (from that very Hour) wantonly exercis'd every Means to prejudice and obſcure me from the Acquiſition of public Favour; and (preſuming that I was leſs qualified, in Point of perſonal Intereſt, to reſiſt Impoſition than the other Gentleman) broke our Contract *without the leaſt Altercation* or aſſigning of *any Pretext* whatſoever;—in this Manner did the Seaſon cloſe — with the ſtricteſt *Obſervance* of Articles on my Part — with my being tyed down to *only four* Nights Appearance during the whole Winter—and with the Diſappointment of *not receiving One Shilling* *, when my Profits muſt otherwiſe have been very conſiderable; and when every Perſon in the Theatre (ſave me) enjoyed the Fruits of their Aſſiduity and Talents.

HOWEVER, notwithſtanding the above Breach carries an Aſſurance of Redreſs (though perhaps tedious to proſecute) in any of our Courts of Judicature, ſuch an Expedient has been hitherto wav'd; in Expectation that Mr. *Rich*'s own Option would, *in due Time*, incline him to a *Recompence*; which, the enſuing LETTERS ſhew, I thought it more eligible to obtain by Conviction than Litigation.

FIRST LETTER, *ſent to* Mr. RICH *on the* 8th *of* September *laſt*.

SIR,

ON a Recollection of various Incidents during *laſt* Seaſon, I am ſtrongly tempted to believe that your Reſolutions were, at that Time, influenc'd by diſingenuous Adviſers: Our Diſcourſes at Meeting were, I remember, compos'd of great Frankneſs and Cordiality; and that ill-adopted Maxim (which, you ſaid, was prevalent in your Houſe *by Faction*) viz. A MANAGER MUST EITHER RIDE OR BE RID, ſeem'd equally deſpicable to us both.

FROM theſe Motives then, and the Impulſe of Moderation and Reaſon, I have now preferr'd a cool Remonſtrance of paſt Treatment to any Meaſure that might gratify Incendiaries or widen a Breach, you very well know, I never ſought to make; and what I mean by Incendiaries will, I think, be illuſtrated in the following Artifices, uſed (by certain Perſons) to MISREPRESENT me to the Town;—Theſe, though it were indelicate to ſuppoſe them countenanc'd by you, yet were propagated under the ſanction of your Name, and their Authors have unqueſtionably ſought to curry Favour by ſuch Officiouſneſs and Servility.

IN the FIRST Place,—from the very Inſtant of Mr. *Barry*'s engaging, Inuendoes were ſubtly ſpread in all Quarters, that THEY HEARD "there was *no* Contract with *me*; that you had *let* "me play (as it was phras'd) *upon Trial*; but, in ſhort, it would not *draw*." A Term ſo vague and unlimited in its Senſe, that 'tis almoſt impoſſible to aſcertain it!—If the Propagators thereby meant, that I *(after five Years Abſence)* did not attract full Houſes—to two worn-out Plays—unaided by the Strength of the Company—and before Chriſtmas.—'Twill, as I conceive, be no Impeachment of my Character, ſince not a ſingle Actor theſe twenty Years has been exempted from a parallel Situation. Beſides, Experience ſhews, that the Progreſs of theatrical Eſteem is always gradual; and as Approbation, of a new Play for Inſtance, will by an Increaſe of Fame enlarge the Managers Receipts; ſo muſt the Aſſiduity of a favour'd Actor produce the ſame Effect. Had I (as was very juſtly expected) been *more frequently ſeen*; had your Company been diſplayed in its proper Force; had there been a *Variety* of Exhibitions requiſite to ſupport it, I ſhould (from all viſible Appearances) have been indulg'd with a ſufficient Share of public Countenance to gratify my Labours:—

This

* This is meant diſtinct from my *Benefit*.

—This the Receipts of *my* Nights (which will no way diſgrace their Plays) *compar'd with* Mr. *Barry*'s about the ſame Part of the Seaſon, can more particularly evince.

[It muſt be here remark'd, with a due Senſe of Gratitude to the Public, that (notwithſtanding the neglected State of Covent-Garden Theatre, the above-recited Impediments, and the Manager's ungenerous Expedient of diſcontinuing my Performance to damp any Growth of Eſtimation) the Four *ſtraggling* * *ill-appointed* Nights drew, in ready Money, upwards of THREE HUNDRED and SIXTY Pounds.]

SECONDLY,—'Tis obſervable that (in order to alienate my Friends, and ſilence their Enquiries into my obſcur'd State) thoſe *hear-ſay* Gentlemen had Recourſe to an Imputation of *Exorbitance* in my Demands; Nay, confidently aſſerted "That my *Vanity* had led me to "*reject* a better Salary than any in the Theatre."—What Comments ſhall I make upon ſuch mean Aſſaſſinations! or in what Light would their Authors appear to the unprejudic'd were it known that *I voluntarily offer'd to play the Seaſon through, and leave my Recompence to your* OWN HONOUR *at the Cloſe.*

[To this Mr. *Rich* excepted, and immediately *made Choice* of the Sharing-Contract, which I, willing to ſet aſide all Diſparity of Opinions in treating, acquieſced with.]

FINALLY,—I muſt refer to the Tranſaction from which theſe Calumnies took Riſe, and that was chiefly conducive to their gaining Credit.

ARTICLES of AGREEMENT.

"THAT I ſhould perform a Set of principal Characters (therein ſpecified) at the Rate of four Times a Week, if required, or *once* at leaſt upon my own Demand.

"THAT when Mr. *Barry* was engaged, we ſhould (in certain Plays, likewiſe ſpecify'd) "appear *together*.

"THAT I ſhould receive a *third* Share of each Night's Account after the deducting of "an hundred Pounds, or (when Mr. *Barry* played with me) an hundred and twenty."

Now, ſuppoſing I even *had* appeared (as was demanded) *once* and *only* once a Week, *that* would have been a Diſappointment ſufficiently mortifying, unprecedented, and foreign to the Deſign of both Parties at engaging;—but its being *refuſed*—and the Plays, with Mr. *Barry* and me, totally *ſuppreſſed*, were Circumſtances ſo oppoſite to common Juſtice and the very Letter of my Compact, as ſeem to have no other Tendency than to THROW AN ODIUM on me in the public Eye, and (by a Stoppage of Income) HARRASS ME IN EVERY FUTURE PROSPECT.

[Note—were there any further Confirmations of *this* Intention needful, I ſhould beg the Manager's Solution of the following Queries:—Why he perform'd, nay *repeated*, ſome of his moſt *unacceptable* Pieces † to fifty, forty, thirty, and perhaps *fewer* Pounds a Night, at the very Time when I (who had never appear'd to leſs than *ſeventy-four*) was deliberately deſtin'd to Indolence and Diſregard?—Why he likewiſe declin'd exhibiting *Venice Preſerv'd*, *the Fair Penitent*, *King John*, and *the Siege of Damaſcus* (all which were ſtipulated for Mr. *Barry* and I to appear together in) when no ſuch Omiſſion had been made for *many* Years before?——Laſtly, what could be his Motive for diſcovering ſuch an Averſion to my acquiring any Degree of PROFIT, as to *evade* the *Deſire* of a Lady of Quality and diſtinguiſh'd Intereſt, by ſending Word, *The Suſpicious Huſband* COULD NOT *be perform'd*---though it had been twice done in the preceding Part of the Seaſon?———From hence, 'tis conceiv'd, the Diſintereſted will be enabled to determine, whether I have not been firſt made the Tool of Mr. *Rich's* agreeing with, or holding out againſt, Mr. *Barry*; and afterwards the Sacrifice when their Engagement was compleated.]

Expatiating is needleſs on ſuch apparent Injuries, which cannot fail, I think, of having due Weight in your own Conſideration; I ſhall therefore conclude with expreſſing the ſame Deſire I ever had to promote *Amity* between us, and to purſue ſuch Conduct as ſhall (at our future Meeting) be thought reciprocally beneficial. I am,

SIR,

Your moſt obedient humble Servant,

JOHN LEE.

BRITISH MUSEUM

SECOND LETTER, *ſent on the* 23d *of* September.

SIR,

AS I, the Week before laſt, ſent a Letter for your Peruſal concerning paſt Affairs, I ſhall now wait your Anſwer for an Appointment when and where a *Meeting* will be agreeable between you and

SIR, *&c.*

* Eleventh and eighteenth of *November*, and twenty-firſt of *December* 1757; and the twenty-fourth of *January* 1758. † Theſe I ſhall not particularize, unleſs Occaſion may hereafter demand it.

Theſe having paſs'd UNNOTIC'd, I ſoon after prevail'd on a Gentleman of my Acquaintance to *go* to him with the following one; but he was two Mornings denied Acceſs, on Account (as the Servant ſaid) of Mr. *Rich*'s having been for ſome Time indiſpos'd; and thereupon left it with his Footman.

THIRD LETTER, *deliver'd on* Saturday *the* 21ſt *of* October.

SIR,

THO' I am extremely at a Loſs to account for both my Letters being unanſwer'd, I ſhall nevertheleſs once more repeat a Readineſs, or rather *Wiſh*, on my Side for an Accommodation between us; and, in Teſtimony thereof, I herein propoſe a Submiſſion of all paſt and preſent Affairs to the Arbitration of certain Perſons, choſen by you and me, whoſe Opinions may deciſive.

The Gentleman who is ſo obliging as to accompany this will receive your Determinations, relative to the above Propoſals in Behalf of,

SIR, *&c.*

FOURTH LETTER, *ſent at One o'Clock the ſame Day.*

SIR,

THE Gentleman, who call'd on you Yeſterday and this Morning but could only ſee your Servant, left a Letter of mine, on the Contents of which he is deſirous of an Opportunity to ſpeak with you; any Appointment therefore that ſuits your Conveniency will be acceptable for him to attend, on your Anſwer being brought by the Bearer to

SIR, *&c.*

The Meſſenger receiv'd for Anſwer hereto the ſame Day, " That Mr. *Rich* was very ill, " and *not able to* WRITE."

On Tueſday the 24th in the Forenoon, I ſent again; and the Servant ſaid, " His Maſter " was at that time *in the Play-houſe*, but he would let him know when he came in."

In the Afternoon the ſame Meſſenger had Word brought out, " That his Maſter was " *ſtill* ſo bad he could not WRITE, but ſaid, that if I had any Buſineſs with him, he ſhould " be *always at Home* till one o'Clock."

Such a Meſſage I deem'd ſufficiently inclining to an INTERVIEW; and, that I might receive Mr. *Rich*'s Reſolutions from his own Mouth, I on Thurſday Morning (the 26th) *call'd* upon him myſelf; but was told, " He was not then up, though he would be ſo ſhortly."

I immediately went to the Bedford-Coffee-Houſe, and upon ſending a Waiter (about an Hour after) received ſuch Intimation as the following Contents will diſcover.

FIFTH (and laſt) LETTER, *ſent on* Friday *the* 27th.

SIR,

FROM the Anſwer my Servant brought to my Letter on Wedneſday Afternoon (viz. *that you was always at Home till One o'Clock*) I promiſed myſelf the Satisfaction of *ſeeing* you when I call'd Yeſterday; but was ſurpriz'd, inſtead thereof, at receiving a Meſſage (after waiting ſome time at the Bedford-Coffee-Houſe) by your Prompter, " That " had you had occaſion for any more Performers you ſhould have *anſwered my Letters*-- " but deſiring to know *what I had to ſay?*"

If *that* was your original Determination, you muſt certainly acknowledge that, inſtead of Silence, an *Anſwer* was requiſite ABOVE SIX WEEKS AGO——However, I made him for Reply, " That what I had to ſay might be ſubject to Miſrepreſentation from a third Perſon, " for which Reaſon an *Interview* was neceſſary, and I for that Purpoſe (or for whatever " Anſwer you thought proper to make) would wait till he returned.——In about half an Hour he did ſo, and then told me, " That you was too ill to ſee any-body about Buſineſs; " and, ſince you *wanted no more Performers*, you could not conceive what I had to ſay that " might not as well be communicated to a third Perſon."

Now as I think Miſconſtruction equally poſſible on either Side, I am unwilling to give it the leaſt Chance of taking Place; therefore, to avoid further ſuſpence, muſt deſire the Favour of you to be explicit in the following Point, and let me know by the Bearer, whether (in order to aſcertain our Meanings) your Intentions are--to SEE me, or not? I am

SIR,

Your humble Servant,

JOHN LEE.

At

At Seven in the Evening my Meſſenger received a *verbal* Anſwer (and from HIS SERVANT'S Mouth) "That he did not want Mr. *Lee*, therefore would not give him the "Trouble to come."

I Should deem it intruſive to enlarge on Mr. *Rich*'s Conduct or *Views*, which are here left to their own Impreſſions on the Reader, with this Obſervation ſolely—That laſt Seaſon, when he had the ſame Company he now has, his Engagement with me was a Proof of more Performers being at that Time thought neceſſary, and he has never ſince had the leaſt Shadow of an Excuſe for his Behaviour by a Provocation of any kind.

Addreſs to the READER.

Notwithſtanding Matters of much higher Moment engage preſent Attention, I hope Candour will, at ſome leiſurable Hour, kindly recollect "That PUBLIC COUNTENANCE can be the only Animator of an Actor, and is all on which he muſt depend." *An Anxiety therefore to refute ſuch injurious Rumours, as have been induſtriouſly propagated to deprive me of that Happineſs, is equally in me the Reſult of Duty to the Town, and of Regard to my own Family and Character.*

I ſhall rely on the preceding Pages for acquitting me of any Inclination *to offer Appeals; and humbly ſubmit to the Deciſion of thoſe Judges (whom it is Incumbent both on* Patentee *and* Actor *to pleaſe) what a diſcouraging Circumſtance it is to any one, ſollicitous for Improvement and Regard, to find himſelf not only treated with Prevarication and Contempt, but excluded likewiſe from the moſt Valuable of* ALL CIVIL RIGHTS--the Right of following his Profeſſion.

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Mr. *Lee*'s CASE.

November 13th, 1758.

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